

Exhibit F

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

ENTER

JAN 07 2021

THOMAS O. BERIDON, JUDGE

JOHANSING FAMILY ENTERPRISES
LLC DBA PLAY IT AGAIN,

Plaintiff,

-VS.-

CINCINNATI SPECIALTY
UNDERWRITERS INSURANCE,

Defendants.

Case No.: A 2002349

Judge Thomas O. Beridon

Entry Denying Motion to Dismiss

ENTERED

JAN 08 2021

This matter comes to the Court upon Defendants Cincinnati Financial Corporation, The Cincinnati Insurance Company, The Cincinnati Casualty Company, and Cincinnati Indemnity Company's ("Cincinnati Insurance") Motion to Dismiss Plaintiff Johansing Family Enterprises LLC dba Play It Again ("Johansing") complaint. The motion is denied.

Cincinnati Insurance issued Johansing an all-risk insurance policy, which covers all losses except those specifically excluded. As such, the policy covered losses due to business interruption, extra expense, and actions of a civil authority. The policy contained a virus exclusion.

The State of Ohio declared a state of emergency in March 2020 and issued an order closing certain businesses, including Johansing, thus prohibiting patrons' access to the building.

Johansing made a claim for coverage; Cincinnati Insurance refused to cover Johansing's losses caused by Ohio's orders.

Johansing sued based on business losses caused by Ohio's health orders during the Covid-19 pandemic. In short, Cincinnati Insurance argues that there was no prop



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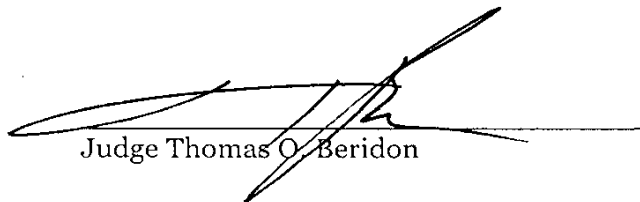
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damage—which is a threshold issue under the policy—and therefore, there is no coverage. Further, it asserts that the virus exclusion in the policy precludes coverage.

This Court may not grant a motion to dismiss unless it “appear[s] beyond doubt from the complaint that the plaintiff can prove no set of facts entitling [it] to recovery.” *O’Brien v. University Community Tenants Union*, 42 Ohio St.2d 242, 327 N.E.2d 753 (1975), syllabus. This Court must take all material allegations in Johansing’s complaint as true, drawing all reasonable inferences in its favor. *Byrd v. Faber*, 57 Ohio St.3d 56, 60, 565 N.E.2d 584 (1991).

This Court finds that while this is a close call, a reasonable jury could find that whether 1. Property damage existed; and 2. Johansing’s losses were caused by a civil authority or the virus are questions of fact. As such, a reasonable jury could find that Johansing was entitled to coverage. Accordingly, Cincinnati Insurance’s Motion to Dismiss is Denied.

So Ordered.



Judge Thomas O. Beridon

PRAECIPE TO THE CLERK: Please provide copies to all counsel and unrepresented parties.